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RECENT DECISIONS

CONSTITUTIONAL LAW—STATUTE EXEMPTING CERTAIN INSURANCE POLICIES FROM LIABILITY TO DEBTS IMPAIRS OBLIGATION OF CONTRACT.—While indebted to the plaintiff the decedent took out a life insurance policy payable to his estate. Some time later the Louisiana Legislature undertook to exempt the avails of life insurance payable to an insured's estate from the claims of his creditors. The decedent's administratrix collected the insurance money, which the plaintiff sought to subject to his claim, maintaining that the exemption of the act above mentioned impaired the obligation of his contract. *Held*, plaintiff could recover. *Bank of Minden v. Clement*, 41 Sup. Ct. 408.

When one takes out an insurance policy upon his life, payable to his estate, it becomes his property and as such is subject to the claims of his creditors. *People v. Phelps*, 78 Ill. 147; *Rice v. Smith*, 72 Miss. 42, 16 So. 417; *Blinn v. Dame*, 207 Mass. 159, 93 N. E. 601, 20 Ann. Cas. 1184.

A contract is considered as being impaired when its value is diminished, or any part of its obligation is released. *Sturges v. Crowninshield*, 4 Wheat. (U. S.) 122 at 197; *Planters' Bank v. Sharp*, 6 How. (U. S.) 301 at 327.

Any statute undertaking to exempt the proceeds of a life insurance policy payable to the insured or his estate, which has matured by the expiration of some specified period or by the death of the insured, from the claims of antecedent debts, clearly impairs the contract of such debts and so is void as to them. *In re Heilbron*, 14 Wash. 536, 45 Pac. 153, 35 L. R. A. 602.

It is interesting to note that a number of States have passed statutes to change the rule of the common law permitting the creditors of the insured to subject the proceeds of a life insurance policy, payable to the estate of the insured, to their claims. These statutes give the widow, children, and next of kin the benefit of the proceeds of such policies free from the claims of creditors. In so far as such statutes apply to policies taken out subsequent to the enactment of the statute they are constitutional.

DIVORCE—CONDONATION—SUBSEQUENT OFFENSE.—While defendant and plaintiff were living together as husband and wife, the former committed an act of adultery. With full knowledge of the facts and acting on her own volition, plaintiff continued to live with the defendant for five years. During their cohabitation thereafter, he treated her with extreme cruelty, continued to consort with other women and finally deserted her. Plaintiff filed a petition for a divorce. Defendant set up plea of condonation. *Held*, divorce should be granted. *Bravo v. Bravo* (N. J.), 114 Atl. 790.

A voluntary resumption or continuance of cohabitation by one party to the marriage with knowledge that a matrimonial offense has been